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interest in certain real property purchased by his wife, but that the purchase money was furnished by her and borrowed by her from her stepson, so that no part of the property was subject to decedent's debts.

[Ed. Note.—For other cases, see Husband and Wife, Cent. Dig. §§ 487-494; Dec. Dig. § 133.* 12 Va.-W. Va. Enc. Dig. 181; 14 Va.-W. Va. Enc. Dig. 920; 15 Va.-W. Va. Enc. Dig. 895.]

Appeal from Circuit Court, Russell County.

Action by J. C. Gent's executrix against Pruner's administrator and others. Judgment for defendants, and plaintiff appeals. Affirmed.

S. B. Quillen and *H. A. Routh*, both of Lebanon, for appellant.
W. W. Bird, of Lebanon, for appellees.

TRIPLETT *v.* GUDEBROD.

Nov. 20, 1913.

[79 S. E. 1045.]

1. Specific Performance (§ 121*)—Action—Sufficiency of Evidence—Terms of Contract.—Evidence, in a suit of specific performance of an agreement to sell complainant a tract containing an orchard, held to show that the option to purchase contemplated that complainant paid the cost of certain labor, performed on the orchard tract, while the option was in force.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 387-395; Dec. Dig. § 121.* 12 Va.-W. Va. Enc. Dig. 717; 13 Va.-W. Va. Enc. Dig. 495; 14 Va.-W. Va. Enc. Dig. 1049.]

2. Vendor and Purchaser (§ 18*)—Option—Acceptance—Compliance with Terms.—An option to purchase land could only be accepted upon the terms contained therein.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. § 10; Dec. Dig. § 18.* 15 Va.-W. Va. Enc. Dig. 1036.]

3. Specific Performance (§ 121*)—Actions—Sufficiency of Evidence—Compliance with Contract.—Evidence, in a suit for specific performance of an agreement to sell a tract containing an orchard, held to show that the complainant never offered to pay the cost of certain labor performed on the orchard tract, as required by complainant's option to purchase, and had no intention of doing so.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 387-395; Dec. Dig. § 121.* 12 Va.-W. Va. Enc. Dig. 717; 13 Va.-W. Va. Enc. Dig. 495; 14 Va.-W. Va. Enc. Dig. 1049.]

Appeal from Circuit Court, Shenandoah County.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

Suit by C. E. Gudebrod against J. I. Triplett. From a decree for complainant, defendant appeals. Reversed.

Travener & Bauserman, of Woodstock, for appellant.

R. T. Barton, of Winchester, and *Walton & Walton*, of Woodstock, for appellee.

DEVERS v. DEVERS.

Nov. 20, 1913.

[79 S. E. 1048.]

1. Divorce (§ 37*)—Grounds—Desertion.—Where complainant, who had promised to send his wife on a visit to her relations, failed to do so but consented to her making the trip upon the money being furnished by them and broke off a correspondence between them, complainant is not entitled to divorce on the ground of desertion, even though the wife stated she would not live with him at the place he had made his home.

[Ed. Note.—For other cases, see Divorce, Cent. Dig. §§ 27, 107-134, 136-138; Dec. Dig. § 37.* 4 Va.-W. Va. Enc. Dig. 738; 14 Va.-W. Va. 347; 15 Va.-W. Va. Enc. Dig. 299.]

2. Divorce (§ 11*)—Allowance—Public Policy.—It is against public policy to encourage divorce litigation, for the well-being and good order of society demand that husbands and wives shall endeavor in good faith to dwell in unity.

[Ed. Note.—For other cases, see Divorce, Cent. Dig. §§ 13, 472; Dec. Dig. § 11.* 4 Va.-W. Va. Enc. Dig. 735; 14 Va.-W. Va. Enc. Dig. 346; 15 Va.-W. Va. Enc. Dig. 298.]

Appeal from Circuit Court, Rockingham County.

Bill by Albert Warren Devers against Etta Pearl Devers. From a decree denying a divorce, complainant appeals. Affirmed.

Chas. A. Hammer, of Harrisonburg, for appellant.

HOUSE v. UNIVERSAL CRUSHER CORPORATION.

Sept. 11, 1913.

[79 S. E. 1049.]

1. Corporations (§ 507*)—Action—Process—Service—"Executed."—Code 1904, § 3227, provides for service of process on corporations by service on an agent at least 10 days before the return day of the process. In an action against a corporation the sheriff's return of service recited, "1912 October 23. Executed" by delivering to C. a copy of the within summons; he being agent for defendant. Held,

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.